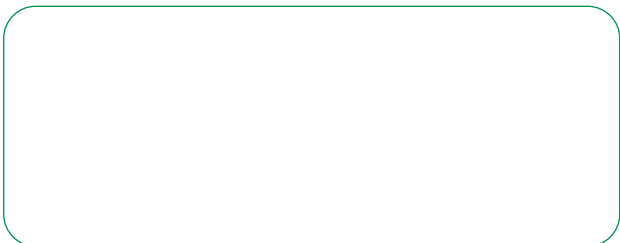


# Participant's GUIDE



**Desjardins**  
**Financial Security®**

Loan Insurance is a group credit  
insurance product.



**For Quebec residents:**

**Notice from the Autorité des marchés financiers du Québec**

**The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.**



**Desjardins**  
**Financial Security®**

200, rue des Commandeurs  
Lévis (Québec) G6V 6R2  
1-888-905-7065  
Fax: 418-833-0529  
[www.desjardins.com/  
loan\\_insurance](http://www.desjardins.com/loan_insurance)

This Guide is intended for information purposes and does not constitute the insurance policy. You may examine the policy at the financial institution during business hours and have a copy made for a fee.

The following documents are important because they constitute your Loan Insurance contract:

- the insurance policy;
- the Application for Insurance, duly completed and signed;
- the Evidence of Insurability Report, if necessary;
- this Participant's Guide\*.

If you would like **more information** on Loan Insurance, simply call the staff at your financial institution. You can also phone Desjardins Financial Security Life Assurance Company (Desjardins Financial Security) during normal business hours at:

**1-888-905-7065.**

In order to comply with *An Act respecting the distribution of financial products and services* (Quebec), the Insurer is required to quote the Act in certain parts of this guide. Please note that similar regulations exist to protect consumers in the other Canadian provinces, but there is no legal obligation to quote them. In order to simplify the guide, these regulations are not named.

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\* In accordance with the provisions of *An Act respecting the distribution of financial products and services*, this document is your Distribution Guide.

Words defined in the guide are in *italics*. You can find their definitions on pages 26 and 27.

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## INTRODUCTION

### ■ What is the purpose of the Participant's Guide?

The Participant's Guide provides all the essential information you need to know about Loan Insurance in a clear, simple and structured manner. It will help you understand the product and answer questions you may have about Loan Insurance and how it can meet your needs.

We encourage you to read this guide and draw your attention to pages **16** and **17**. They relate to the **exclusions and restrictions**, particularly the **restrictions regarding suicide and previous illness or injury**.

Also, the procedure for submitting disability and death **claims** is explained in detail on pages **24** and **25**.

### ■ Why choose Loan Insurance?

- ✓ Because Loan Insurance's fair pricing sets it apart from the competition: your premium is calculated on the balance owing. You are thereby assured that your premium is fair as it reflects the exact risk your loan represents.
- ✓ Because you do not need to worry about your premiums being paid, as they are incorporated into your loan instalments.
- ✓ Because Loan Insurance represents 50 years of insurance experience.

## 1- DESCRIPTION OF THE PRODUCT OFFERED

### a) Nature of the coverage

Loan Insurance is made up of 2 coverages:

- **Life Insurance Coverage:** This coverage provides for repayment of the insured portion of the *net debt* in the event of a *participant's* death.

- **Disability Insurance Coverage:** This coverage covers the insured portion of the instalment payments while a *participant* is totally disabled.

See “**What coverage is available?**” on page 10.

## **b) Summary of conditions and features**

### **■ What types of loans can be insured?**

All types of loans can be insured under **life insurance**, except for the following:

- loans granted to a *corporate body* for which there is no insurable interest;
- lines of credit;
- Versatile Lines of Credit created in the financial institution’s computer system before November 15, 2009; however, any loan associated with such a Versatile Line of Credit can be insured.

All loans that can be insured under life insurance can be insured under **disability insurance** if they have instalments payable at intervals of no more than 1 year.

Certain loans are subject to specific conditions. The specific conditions for Versatile Lines of Credit created as of November 15, 2009 are shown on pages 19 to 24.

### **■ Who is eligible?**

For loans taken out by an individual, you are eligible if you are:

- the *borrower*,
- the *borrower’s spouse*, or
- the *borrower’s guarantor*.

For loans taken out by a *corporate body*, you are eligible if you are:

- a member,
- a shareholder,
- an officer,
- an owner,

- the *spouse* of one of these persons, or
- the *guarantor* for the *corporate body*.

## ■ What is the age limit for taking out Loan Insurance?

You must be under age 70 in the case of **life insurance**.

For **disability insurance**, you must be under age 65 and have taken out life insurance.

## ■ How do I enrol?

For new loans, the *borrower* must indicate on the Application for Insurance the name of the *participant(s)* he/she wishes to include under the insurance and the coverages for which he/she agrees to pay premiums.

## ■ Must I answer health questions?

Everyone who takes out coverage must answer the insurability questions on the Application for Insurance. The answers enable us to determine whether an Evidence of Insurability Report must be completed.

If no Evidence of Insurability Report is required, you are insured from the moment you sign the Application for Insurance. (See also “**When does my coverage take effect?**” on page 11.)

If an Evidence of Insurability Report is required, it is important to complete and return it to the financial institution within 14 days, and to follow up on its processing.

However, where an Evidence of Insurability Report must be submitted, you are insured in the event of an *accident* only, for a maximum of 2 months, or until the Insurer approves or rejects such evidence. (See also “**When does my coverage take effect?**” on page 11.)

## ■ Confirmation of coverage

If you did not have to complete an Evidence of Insurability Report, the signed Application for Insurance is your proof of coverage.

If you had to complete an Evidence of Insurability Report, the Insurer will send you a letter informing you whether your Application for Insurance was approved or declined. The Insurer will send this letter within 30 days of receiving the Application for Insurance, the Evidence of Insurability Report and any documents required to assess your application.

## ■ Can I keep certain vested rights?

If your Loan Insurance application is rejected, some of your existing entitlements are maintained:

- if the new loan is the result of an increase in a loan already insured under Loan Insurance;
- if the new loan is the result of a consolidation of several loans, of which at least one is insured under Loan Insurance;
- in the case of a new mortgage loan, if it is taken out within 90 days of the date on which the mortgage loan insured under Loan Insurance has been repaid in full;
- in the case of a mortgage transfer by *subrogation*.

Consult your financial institution for more information.

## ■ What coverage is available?

### Life Insurance

Desjardins Financial Security will repay the insured portion of your *net debt*, as specified on your Application for Insurance.

In the event of *simultaneous death*, the Insurer will process each *participant* individually. Therefore, in such a case, it may pay out an amount in excess of the loan balance.

### Disability Insurance

Desjardins Financial Security will reimburse the insured portion of your instalments, as specified in your Application for Insurance.

When several *participants* are disabled at the same time, the Insurer processes each *participant* separately. Therefore, the Insurer may pay more than the instalment due.

## ■ Is there a maximum amount of insurance?

The maximum amount for **life insurance** is \$10,000,000 per *participant*. However, see **exclusions and restrictions** applicable in the case of death by suicide on page 16.

The maximum amount for **disability insurance** is \$7,500 per month per *participant*.

These maximum amounts apply to the total of all claims payable under all Loan Insurance and Line of Credit Insurance contracts issued by the Insurer, whether these contracts are held by one or several financial institutions.

## ■ When does my coverage take effect?

Your coverage begins on the later of the following dates:

- on the date the Application for Insurance is signed;
- on the date the loan is disbursed. However, coverage may begin when a mortgage loan contract is signed, even though the loan is not disbursed. You may consult the insurance policy at your financial institution to find out all the conditions that apply.

## ■ What is total disability?

The definition of total disability varies depending on the number of hours worked during each of the 4 weeks prior to the onset of total disability:

- If you were gainfully employed for at least 20 hours:
  - it is a state of incapacity resulting from an illness or an *accident* that requires continuous medical care;

- this state of incapacity must completely prevent you from performing all the usual duties of your main occupation;
  - if the state of incapacity persists for more than 12 months, it must completely prevent you from engaging in any gainful occupation.
- If you were not gainfully employed for at least 20 hours:
    - it is a state of incapacity resulting from an illness or an *accident* that requires continuous medical care;
    - this state of incapacity must prevent you from performing all the normal activities of a person of the same age.

The illness or injuries resulting from an accident and your state of health must be certified by a physician.

### ■ **When do disability benefits start?**

If your total disability occurs after the effective date of coverage, the Insurer will pay benefits:

- as of the 31st day, if your disability is the immediate result of an *accident* or if it requires you to be hospitalized for at least 72 consecutive hours, or
- retroactively to the 31st day for any other total disability that persists for at least 90 consecutive days.

### ■ **Application of the restriction in case of previous illness or injury**

**If a *participant* becomes totally disabled in the first 2 years of coverage, a restriction in case of previous illness or injury may apply. This restriction is indicated on page 17 of the guide.**

## ■ When do disability benefits end?

The payment of benefits terminates automatically on the earliest of the following events:

- when your condition no longer corresponds to the definition of total disability;
- when you are gainfully employed;
- when you undergo training;
- when you return to school;
- when you reach age 70;
- when 12 months have elapsed since the date on which the *net debt* was reduced to zero;
- the date on which the *borrower* sends written notice to the financial institution requesting the termination of coverage;
- when the *net debt* is reduced to zero, by *novation* or otherwise;
- when the conveyance (transfer) of a mortgaged property is signed;
- where there is no due date, when 5 years have elapsed since the onset of the total disability.

## ■ Who is the beneficiary?

The *borrower* is automatically considered to be the beneficiary of all benefits payable under the Loan Insurance contract held by the financial institution.

The benefit is paid to the financial institution, which must apply it to the *borrower's net debt*. Any excess amount is paid into the *borrower's* chequing account.

The financial institution may, however, reimburse the *borrower* for the instalments paid since the 31st day of total disability.

Moreover, it must reimburse the *borrower* the portion of benefits which, for each disabled *participant*, exceeds 100% of the insured instalments.

For example, if the benefit is equal to 150% of your instalments, the financial institution

will apply a portion (100%) to the *net debt*. The other portion (50%) reimbursed to you can be used to cover expenses related to the property (taxes, electricity, heating, etc).

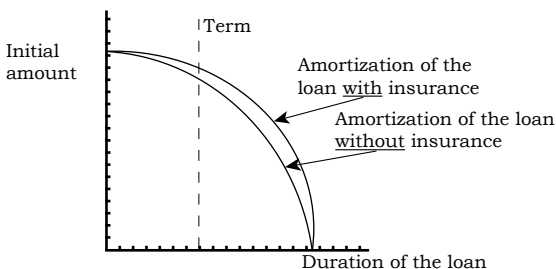
## ■ How is the cost of my insurance calculated?

A *borrower* who takes out Loan Insurance agrees to pay a premium corresponding to an additional interest rate on the loan. The interest rate paid by the *borrower* is then equal to the sum of the 2 following rates:

$$\begin{aligned} & \text{Basic interest rate set by} \\ & \text{the financial institution} \\ & + \\ & \text{Additional interest rate} \\ & \text{for the insurance (premium)} \end{aligned}$$

This approach:

- allows for the calculation of the instalments on the basis of your loan balance. In general, the amount will continually decrease because it will automatically reflect all the repayments of principal you have made;
- increases the instalments payable to your financial institution, since they include your premiums;
- generally changes the amortization (decrease) of the capital borrowed without extending the term of the loan.



## ■ How is the additional interest rate for my insurance determined?

The additional interest rate required for the insurance, i.e. the premium, varies depending on:

- the coverages selected;
- the insured loan percentage selected;
- the number of persons insured;
- each insured's gender (for life insurance);
- the age reached for each;
- the loan's insured amount (for life insurance);
- the loan amortization period (for disability insurance).

The rate must be revised at each loan recall or renewal, and at least once every 10 years.

## ■ What happens if the premium is not paid?

Your premiums are included in your instalments. Your insurance may terminate 6 months after you fail to make an instalment. See "**When does my coverage terminate?**" on pages 18 and 19.

## ■ Is contract renewal guaranteed?

With each loan recall or renewal, coverage remains in force and is adjusted to the loan balance. Even in cases of consolidations, increases or transfers, coverage may continue uninterrupted. See "**Can I keep certain vested rights?**" on page 10.

## CAUTION

### ■ Exclusions and restrictions

#### Exclusions

No benefits are payable for a total disability resulting from the following causes:

- the deliberate actions of the *participant*, whether or not he/she is sane;
- war, a revolution, an insurrection or a riot;
- commitment of a criminal offence or any other attempt;
- cosmetic surgery or treatment.

#### Restrictions

##### Restriction in case of suicide

If the cause of death is suicide:

- For loans insured for less than 6 months, the Insurer will pay the lesser of:
  - \$75,000, or
  - the total of all loans insured under Loan Insurance and Line of Credit Insurance issued by the Insurer.
- No restriction applies to loans insured for 6 months or more.

## CAUTION

### Restriction in case of previous illness or injury

For all *participants* to whom one of the situations described in the “Application of the restriction in case of previous illness or injury” sections on pages 12 and 21 applies, the following question must be answered:

In the 6 months prior to the effective date of coverage, the date of the advance or the increase, did the *participant* receive treatment\* for the same illness or injury that caused his death or his disability?

- If the answer is “NO”:

*There is no restriction*

- If the answer is “YES”, answer the following:

Was there a period of 6 consecutive months ending after the effective date of coverage, the date of the advance or the increase, during which the *participant* received no treatment\*?

- If the answer is “YES”:

*There is no restriction*

- If the answer is “NO”:

*No benefits are payable*

\* You are considered to have received treatment for an illness or injury if, for the illness or the symptoms associated with the illness or the *accident*-related injury, you have:

- consulted or received treatment from a physician or another health practitioner who is a member of a professional corporation,
- undergone examinations,
- taken medication, or
- been hospitalized.

## ■ How can I cancel my insurance?

You may cancel your coverage without penalty within 30 days of signing the Application for Insurance. To do so, you must give notice by registered mail to the financial institution, at the address indicated on the inside cover of this Guide. You may also use the Notice of cancellation of an insurance contract found on page 28 of this Guide.

You may also cancel your insurance at any other time. To do so you must inform your financial institution and complete a new Application for Insurance.

## ■ When does my coverage terminate?

Your coverage terminates on the earliest of the following events:

- 1) the date of the first recall or term renewal which occurs at the same time or after the *participant* reaches:
  - age 70 for **life insurance**, or
  - age 65 for **disability insurance**;
- 2) the date on which you reach:
  - age 80 for **life insurance**, or
  - age 70 for **disability insurance**;
- 3) when the loan is no longer repayable in instalments for **disability insurance**;
- 4) when the *net debt* is reduced to zero by *novation* or otherwise;
- 5) when you cease being a member, shareholder, officer or owner of the *corporate body*, when the insurance is taken out by a *corporate body*;
- 6) if you are the *spouse* of a *participant* whose coverage was taken out by a *corporate body* that is the *borrower*, when the insured ceases to be a member, shareholder, officer or owner of the *corporate body*;
- 7) when you cease to be the *guarantor* of the *corporate body*;

- 8) on the date on which the conveyance (transfer of ownership) of a mortgaged property is signed;
- 9) at the end of a 6-month period if the *borrower* fails to pay a minimum of 1/12 of the instalments required for an entire year. This period begins on the due date of an instalment. This provision does not apply to government-secured loans;
- 10) the date on which the *borrower* sends written notice to the financial institution requesting the termination of coverage;
- 11) the date on which the Insurer sends written notice to the financial institution informing it that the submitted evidence of insurability is unsatisfactory;
- 12) when the insurance has been in effect for 2 months and the Insurer has not yet approved or rejected the submitted evidence of insurability;
- 13) on the termination date of the contract or the coverage.

### **c) Specific conditions for Versatile Lines of Credit created as of November 15, 2009**

The conditions described in section b) “**Summary of conditions and features**” apply to Versatile Lines of Credit created in the financial institution’s computer system as of November 15, 2009. The specific conditions described in this section must be read as a complement to the conditions described in section b), unless it is stated that they replace them.

#### **■ What is a Versatile Line of Credit?**

A Versatile Line of Credit is a type of loan in which the financial institution grants advances to the *borrower* up to a maximum of an initially authorized limit.

Under the *borrower's* folio number, each advance granted may be placed:

- either into a “line of credit” account;
- or into one or more “loan” accounts (associated loan) that each includes specific terms and conditions for repayment set forth in a usage agreement.

For the purposes of the policy, each of these advances constitutes a loan.

## ■ How do I enrol?

In accordance with the conditions described on page 9 of the guide, a Loan Insurance – Versatile Line of Credit Application must be completed when the Versatile Line of Credit is created in the financial institution’s computer system.

The choice of coverage indicated in the most recent Loan Insurance – Versatile Line of Credit Application automatically applies to any advances registered in the “line of credit” account.

This choice also automatically applies to any new associated loan.

The *borrower* may, at any time, apply for lower coverage for an associated loan by completing a Loan Insurance - Versatile Line of Credit Confirmation of Coverage.

## ■ What coverage is available?

The coverage available is described on page 10 of the guide.

For “lines of credit”, the instalment considered in case of disability is:

- independent from the instalments provided for in the credit contract;
- equal to the amount required to make the monthly payments on the *net debt* insured on the date the *participant* became totally disabled over a 10-year period. For the purposes of this calculation, the interest rate used is the one that applies to the line of credit at the onset of disability.

## ■ When does my coverage take effect?

The following condition replaces the conditions described on page 11 of the guide.

For each advance, coverage begins at the time from which the additional annual interest rate payable as a premium is applied to the *net debt*.

## ■ Application of the restriction in case of previous illness or injury

The following conditions replace the conditions described on page 12 of the guide.

**When a *participant* dies, a restriction for previous illness or injury may apply:**

- to any new advances that have been disbursed after the 12 months that follow the *activation date of the Versatile Line of Credit* and in the 24 months preceding the date of death;
- to any coverage increases requested for an associated loan after the 12 months that follow the *activation date of the Versatile Line of Credit* and in the 24 months preceding the date of death.

**This restriction is shown on page 17 of the guide.**

**When a *participant* becomes totally disabled, a restriction for previous illness or injury may apply:**

- to any new advance that was disbursed in the 24 months preceding the disability start date;
- to any increase in the overall instalments payable in case of disability, which is made in the 24 months prior to the start of disability and that results from any reason other than an interest rate increase required by the financial institution.

**This restriction is shown on page 17 of the guide.**

## ■ How is the additional interest rate for my Loan Insurance – Versatile Line of Credit calculated?

The additional interest rate required for the insurance varies based on the factors described on page 15 of the guide.

For “lines of credit”, the additional annual interest rate payable by the *borrower* as a premium is revised once every 5 years.

## ■ When does my coverage terminate?

The following conditions replace the conditions described on pages 18 and 19 of the guide.

<b>The life insurance coverage of a <i>participant</i> terminates on the earliest of the following dates:</b>	<b>For the “line of credit” account</b>	<b>For each “loan” account</b>
a) the date on which the <i>participant</i> reaches age 70;	X	
b) the date of the first recall or term renewal which occurs when the <i>participant</i> reaches age 70 or after;		X
c) the date on which the <i>participant</i> reaches age 80;		X
d) the date on which the <i>net debt</i> is reduced to zero, by <i>novation</i> or otherwise;		X
e) the date on which the Insurer sends the financial institution a written notice informing it that the submitted evidence of insurability is unsatisfactory. If the Loan Insurance – Versatile Line of Credit Application was signed 2 months ago and the Insurer has not yet accepted or refused the submitted evidence of insurability, the insurance terminates automatically;	X	X

f) the date on which the initially authorized limit of the Versatile Line of Credit is increased;	X	X
g) the date on which the Versatile Line of Credit is closed;	X	X
h) the date on which the conveyance of a mortgaged property is signed;	X	X
i) the date on which the <i>borrower</i> sends a written notice to the financial institution requesting the termination of insurance for that <i>participant</i> ;	X	X
j) the termination date of the Loan Insurance contract.	X	X

<b>The disability insurance coverage of a <i>participant</i> terminates on the earliest of the following dates:</b>	<b>For the “line of credit” account</b>	<b>For each “loan” account</b>
a) the date on which the <i>participant</i> reaches age 65;	X	
b) the date of the first recall or term renewal which occurs when the <i>participant</i> reaches age 65 or after;		X
c) the date on which the <i>participant</i> reaches age 70;		X
d) the date on which the coverage under the <b>life insurance</b> terminates;	X	X
e) the date on which the Insurer sends the financial institution a written notice informing it that the submitted evidence of insurability is unsatisfactory. If the Loan Insurance – Versatile Line of Credit Application was signed 2 months ago and the Insurer has not yet accepted or refused the submitted evidence of insurability, the insurance terminates automatically;	X	X

f) the date on which the <i>borrower</i> sends a written notice to the financial institution requesting the termination of insurance for that <i>participant</i> ;	X	X
g) the termination date of the <b>disability insurance</b> benefit.	X	X

## 2- CLAIMS

### a) Submission of a claim

All claims must be submitted to your financial institution. The claim will then be sent to Desjardins Financial Security along with any receipts in support of the claim. These documents are:

- the claim,
- the death certificate (if applicable),
- the physician's statement,
- the employer's statement, and
- the financial institution's statement.

You must provide all documents required by the Insurer, even if they are not indicated on the claim form.

The Insurer reserves the right to request that you be examined by a physician of its choosing when you submit a claim.

The claim must be sent in writing as soon as reasonably possible. In the event of disability, the claim must be made **within 1 year** of the beginning of total disability. After this period, the Insurer will only consider the last year preceding the date on which the claim is received.

For example, if you submit a claim 18 months after the beginning of total disability, the Insurer will only pay benefits for the 12 months preceding receipt of the claim.

### b) Insurer's reply

Once the Insurer approves the claim, benefits will be paid within 30 days of receipt of proof of claim.

## **c) Appeal of an insurer's decision and recourse**

If your claim is not approved and you think you have additional information which might influence the Insurer's decision, you may ask for a review of your file.

It should be noted that the law provides for a maximum of 3 years (period of prescription) within which to contest the Insurer's decision in Quebec and 2 years in Ontario.

For information on your rights, you can contact the regulatory agency of your province or consult your legal advisor.

## **3- SIMILAR PRODUCTS**

Other credit insurance products exist on the market.

However, only Loan Insurance has some 2,000,000 insured clients and offers a complete range of coverages, making it the largest credit insurance plan in the province of Québec.

## **4- REGULATORY AGENCIES**

To learn more about the insurance product described in this guide, call the Insurer or the distributor at the numbers shown on page 2 of the guide.

For more information on the Insurer's and the distributor's obligations towards you, you can contact the regulatory agency responsible for overseeing the application of insurance legislation for your province of residence.

## **a) Autorité des marchés financiers (Quebec residents only)**

Autorité des marchés financiers  
Place de la Cité, tour Cominar  
2640, boul. Laurier, bureau 400  
Québec (Québec) G1V 5C1  
Phone: 418-525-0337 or 1-877-525-0337  
Fax: 418-525-9512  
Email: renseignements-consommateur@  
lautorite.qc.ca  
Website: www.lautorite.qc.ca

## **b) Financial Services Commission of Ontario (Ontario residents only)**

Financial Services Commission of Ontario  
5160 Yonge Street  
P.O. Box 85  
Toronto, Ontario, M2N 6L9  
Phone: 416-250-7250 or 1-800-668-0128  
Fax: 416-590-7070  
Email: [contactcentre@fsco.gov.on.ca](mailto:contactcentre@fsco.gov.on.ca)  
Website: [www.fsco.gov.on.ca](http://www.fsco.gov.on.ca)

## **5- OTHER INFORMATION**

### **■ Definitions**

**Accident:** a bodily injury certified by a physician, resulting directly and independently of all diseases or other causes, from a sudden and unforeseen external cause.

**Activation date of the Versatile Line of Credit:** the date the *borrower* signs the immovable hypothec constituting act.

**Borrower:** any individual or *corporate body* who takes out a loan at a financial institution.

**Corporate body:** any association, corporation, cooperative, company or partnership.

**Guarantor:** the person who undertakes towards the financial institution to reimburse the *borrower's* debt, in full or in part, if the *borrower* should default.

**Net debt:** the initial capital paid by the financial institution, plus accrued interest, minus the instalments made by the *borrower*.

Other expenses cannot be included in this amount. For example:

- renewal charges;
- the cost of credit as defined in the loan contract.

**Novation:** replacement of one debt by another.

**Participant:** any person who enrolls in the group insurance plan.

**Simultaneous death:** the death of 2 or more insured *participants* within a 7-day period.

**Spouse:** the *spouse* of an individual is:

- a) the person who is married to or living in a civil union with the latter, or
- b) the person who can prove that they have continuously cohabited in a husband and wife relationship
  - i) for more than 1 year, or
  - ii) without any cohabitation period if a child is born of their unionand they were not separated for more than 3 months.

**Subrogation:** replacement of the original lender by another lender.

## ■ Notice of cancellation of an insurance contract

### Notice given by a distributor

Section 440 of *An Act respecting the distribution of financial products and services*

### **The Act respecting the distribution of financial products and services gives you important rights.**

- The Act allows you to cancel an insurance contract you have just signed when signing another contract. **The Insurer grants you 30 days to do this with no penalty.** To do so, you must give the Insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 30-day examination period, you may cancel the insurance at any time without penalty.

For further information, contact the regulatory agency of your province.

*Note: the following notice can be used by insureds in every province.*

## **Notice of cancellation of an insurance contract**

Under section 441 of the *Act respecting the distribution of financial products and services*, I am cancelling my enrolment in the Loan Insurance contract taken out by my financial institution with:

Desjardins Financial Security  
200, rue des Commandeurs  
Lévis (Québec) G6V 6R2

---

(name of client)

---

(signature of client)

---

(date of sending of notice)

The Loan Insurance enrolment I am cancelling was taken out:

on: \_\_\_\_\_  
(date Application for Insurance was signed)

at: \_\_\_\_\_  
(place Application for Insurance was signed)

---

Name of financial institution

---

Identification number of financial institution

---

Folio number

---

Loan number

This notice must be transmitted to the financial institution.

## **Excerpt from An Act respecting the distribution of financial products and services**

**439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

**440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation, stating that the client may cancel the insurance contract within 10 days of signing it.

**441.** A client may cancel an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is cancelled, the first contract retains all its effects.

**442.** No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time.

However, a contract may provide that the cancellation or termination of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is con-

sidered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remains in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor cancels, terminates or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

## ■ Personal information management

Desjardins Financial Security handles the personal information it has on you in a confidential manner. Desjardins Financial Security keeps this information on file so that you may benefit from the Company's various financial services (insurance, annuities, credit, etc.). This information is consulted solely by Desjardins Financial Security employees who need to do so in the course of their work.

You have the right to consult your file. You may also have information corrected if you demonstrate that it is inaccurate, incomplete, ambiguous or not useful. To do so, you must send a written request to the following address:

Privacy Officer  
Desjardins Financial Security  
200, rue des Commandeurs  
Lévis (Québec) G6V 6R2

Desjardins Financial Security may send information on its promotions or offer new products to those whose names appear on its client list. Desjardins Financial Security may also give its client list to another component of the Desjardins Group for the same purposes. If you do not wish to receive these offers, you may have your name removed from the list. To do so, you must send a written request to the Privacy Officer at Desjardins Financial Security.

## ■ **Your satisfaction is our priority!**

As a responsible company that is attentive to the needs of its clients, Desjardins Financial Security wants to provide each and every one of them with products and services that meet their expectations. However, if you are dissatisfied with any of our products or services, please let us know by following the steps below.

### **1. Contact the person or the business from whom you purchased the product.**

You can find the number by consulting the literature you received when you purchased the product in question. Ask for explanations. In most cases, a simple call is all it takes to get the answers you are looking for.

### **2. Call our Customer Service Centre.**

If you are not fully satisfied with the explanations provided in step 1, contact our Customer Service Centre at 1-866-838-7584. Our staff is very familiar with our products and will certainly be able to help you.

### **3. Write to our Dispute Resolution Officer.**

If you are not satisfied with the explanations you received from our Customer Service Centre, you may file a complaint with Desjardins Financial Security's Dispute Resolution Officer. This person's role is to assess the merits of the company's decisions and the soundness of its practices.

Please write to:

**Dispute Resolution Officer**  
Desjardins Financial Security  
200, rue des Commandeurs  
Lévis (Québec) G6V 6R2

Or email: [disputeofficer@dfs.ca](mailto:disputeofficer@dfs.ca)

You can also call the Officer at  
1-877-838-8185.

For more information on the procedure to follow in the event of a problem or complaint, please visit our website at [www.dfs.ca/complaint](http://www.dfs.ca/complaint), where you can also find complaint forms.

## **Your satisfaction is our priority!**

### **Helpful hints**

- Make sure you have all the documents and information required to provide a detailed explanation of the problem (account statements, names of employees in question, dates, etc.).
- Write down the names of the individuals with whom you have spoken, and the dates of your conversations.
- Include your name, address and telephone number in any correspondence.

**PERSONAL NOTES**

Name of financial institution:

---

Folio number:

---

Amount of loan:

---

Coverage amount:

---

Other:

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[www.desjardinsfinancialsecurity.com](http://www.desjardinsfinancialsecurity.com)

# FREE ACCESS TO A COMPLETE RANGE OF ASSISTANCE SERVICES



Through the **GPS** program, Desjardins Financial Security is pleased to offer you free access to assistance services to **Guide**, **Protect** and **Support** you in your day-to-day life.

## YOU WILL NEVER FEEL ALONE!

The GPS program guides you and helps you when you need it the most! The GPS program's assistance services, which are offered by specialists in several languages, are confidential, free of charge and available 24/7.

## ASSISTANCE SERVICES YOU NEED!

Whether you need psychological help, support in finding convalescent care, assistance if you are appointed executor of an estate or answers to your legal questions, you'll find the assistance services to be of great help! To find out more, see the reverse or visit [desjardins.com/gpsprogram](http://desjardins.com/gpsprogram).



- Psychological Assistance
- Convalescence Assistance – Case Management
- Estate Settlement Assistance
- Legal Assistance



Assistance services provided by Sigma Assistel.

# NEED HELP?



## Psychological Assistance

Confidential service offered by psychologists who actively listen and provide support when you are experiencing difficulties.

Here's an example:

"My wife just found out she has cancer. I'd like some advice on how to break the news to my children without scaring them."



## Convalescence Assistance – Case Management

Telephone service offered by a team of medical experts and assistance coordinators to help you find the information and providers you need to recover from an illness, accident or surgery.

Here's an example:

"I've just had surgery and am going home. I'm going to need help with housework and changing my dressings. Can you help me arrange it?"



## Estate Settlement Assistance

Personalized, flexible and easy-to-access service to assist you if you are appointed executor of a will. It allows you to obtain legal information free of charge, by phone, from lawyers who are members of the bar.

Here's an example:

"My father passed away and I've been named executor of his estate. Can you tell me what my obligations and responsibilities are?"



## Legal Assistance

Service offered by lawyers who are members of the bar to help you with issues concerning family law, hidden defects, consumption and commercial law, by providing you with clear legal information on your rights and recourses.

Here's an example:

"I've been let go from my job for reasons that don't seem valid to me. Do I have any recourse? What can I do if I think I've been wrongfully dismissed?"

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Visit [www.desjardins.com/gpsprogram](http://www.desjardins.com/gpsprogram) or call:

**1 877 GPS-3033**  
**1 877 477-3033**

Services offered 24/7



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